

April 18, 2016

**U.S Embassy, Kampala
Plot 1577, Ggaba Road, Nsambya**

Dear Prospective Quoter:

SUBJECT: Request for Quotations Number SUG50016R0020 - Electrical Upgrades for US Embassy Residences.

The Embassy of the United States of America invites you to submit a quotation for Electrical Upgrades for US Embassy Residences.

Your proposal must be submitted in a sealed envelope marked "Quotation Enclosed" to the **Contracting Officer - US Embassy, Plot 1577 Ggaba Road, Nsambya** on or before **10:00am** on **Tuesday May 03, 2016**.

An organized site visit has been schedule for **Thursday April 21, 2016 at 10:00am**

Participants of the site visit will meet at the **GSO Warehouse on Plot 63/67 Spring Road, Bugolobi** on **Thursday April 21, 2016 at 01:30pm** for further instructions.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18
2. Section A;
3. Additional information as required in Section I.

Direct any questions regarding this request for quotations to **Doug DeMaggio** by letter or by telephone **+256 414 306050** during regular business hours.

Sincerely,

Doug DeMaggio

Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER PR5173271	PAGE 2 OF 46
2. CONTRACT NO.	3. AWARD/EFFECTIVE	4. ORDER NUMBER	5. SOLICITATION NUMBER SUG500 -16- R-0020	6. SOLICITATION ISSUE DATE April 15, 2016	
7. FOR SOLICITATION INFORMATION CALL +256 414 306 050	a. NAME Doug DeMaggio		b. TELEPHONE NUMBER (No collect calls) +256 414 306 050	8. OFFER DUE DATE/ LOCAL TIME May 03, 2016 at 10am	
9. ISSUED BY American Embassy Kampala P. O. Box 7007 Kampala, Uganda		CODE 1901	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
15. DELIVER TO Contracting Officer American Embassy Kampala <u>1577 Ggaba Road, Nsambya</u>		CODE 1901	16. ADMINISTERED BY The Contracting Officer, American Embassy Kampala		
17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Finance Management Office American Embassy Kampala P. O. Box 7007 Kampala, Uganda		
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
01	Electrical Upgrades for US Embassy Residences.	60	No		
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
X 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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SECTION A- PRICING INFORMATION

A-1 SERVICES

The Contractor shall perform all work required in the statement of work for the performance of an indefinite delivery/indefinite quantity contract, for various projects required by **US Embassy, Kampala**. The Contracting Officer shall order individual requirements through task orders. The scope of services required shall include, but is not limited to any electrical engineering design and analyses, construction cost estimates, renderings, photographs and scale models. See Section B, Scope of Work, for the specific description of the work required of the Contractor under this contract.

A-2 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity contract containing fixed hourly rates. Reimbursement of certain expenses in addition to the fixed-price is delineated in F-5

A-3 LEVEL OF EFFORT

(a) The Contractor shall provide the services for the base period of the contract at the rates shown in Section A and any option years exercised by the Government.

(b) The quantities of supplies and services specified in the Schedule are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the services as specified in the Schedule. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may be issued / ordered.

A-4 PRICING

Task orders shall be issued to the Contractor on a firm fixed price basis. In establishing the fixed price for individual task orders, the rates for the required services shall use the fixed fully burdened hourly labor rates listed below. The fixed hourly rates shall include all direct and indirect costs, including profit.

Any locally acquired (Non-Defense Base Act Insurance) costs of Workers' Compensation and War-Hazard Insurance shall not be a direct reimbursement.

A.4.1 Value Added Tax

Version A

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

BASE YEAR

CLIN	Description of Service	Unit	Estimated Qty for 60 residences	Unit Rate	Total
1	Install 25mm x 4 cable	Meter	6000		
2	Install 2.5mm x 4 cable	Meter	6000		
3	Install 10mm x 3 cable	Meter	3000		
4	Install 6mm x 3 cable	Meter	3000		
5	Install 4mm x 3 cable	Meter	6000		
6	Install 2.5mm x 3 cable	Meter	6000		
7	Install 1.5mm x 3 cable	Meter	6000		
8	Install 25mm x 1 wire	Meter	6000		
9	Install 16mm x 1 wire	Meter	6000		
10	Install 2.5mm x 1 wire	Meter	6000		
11	Install 1.5mm x 1 wire	Meter	6000		
12	Install 100mm conduit	Meter	600		
13	Install 75mm conduit	Meter	600		
14	Install 50mm conduit	Meter	900		
15	Install 25mm conduit	Meter	1200		
16	Install 75mm x 75mm trunking	Meter	600		
17	Install 25mm x 36mm trunking	Meter	1200		
18	Install industrial Socket	Each	180		
19	Install duplex outlet	Each	120		
20	Install 9000 btu split A/C	Each	240		
21	Install Distribution panel	Each	120		
22	Install Breaker Switch	Each	60		
23	Install ATS	Each	60		
24	Install AVR (Stabilizer)	Each	60		
25	Install Main disconnect breaker	Each	60		
26	Install Ground Rod (To include earth wire)	Each	120		
27	Install 12mm rigid fuel line	Meter	600		
28	Install 12 mm flexible fuel line	Meter	600		
29	18% VAT				
	Total				

*The billing rates include all direct labor, profit, overhead costs, and other associated costs. See the instructions provided in Section J.

OPTION YEAR 1

CLIN	Description of Service	Unit	Estimated Qty for 60 residences	Unit Rate	Total
1	Install 25mm x 4 cable	Meter	6000		
2	Install 2.5mm x 4 cable	Meter	6000		
3	Install 10mm x 3 cable	Meter	3000		
4	Install 6mm x 3 cable	Meter	3000		
5	Install 4mm x 3 cable	Meter	6000		
6	Install 2.5mm x 3 cable	Meter	6000		
7	Install 1.5mm x 3 cable	Meter	6000		
8	Install 25mm x 1 wire	Meter	6000		
9	Install 16mm x 1 wire	Meter	6000		
10	Install 2.5mm x 1 wire	Meter	6000		
11	Install 1.5mm x 1 wire	Meter	6000		
12	Install 100mm conduit	Meter	600		
13	Install 75mm conduit	Meter	600		
14	Install 50mm conduit	Meter	900		
15	Install 25mm conduit	Meter	1200		
16	Install 75mm x 75mm trunking	Meter	600		
17	Install 25mm x 36mm trunking	Meter	1200		
18	Install industrial Socket	Each	180		
19	Install duplex outlet	Each	120		
20	Install 9000 btu split A/C	Each	240		
21	Install Distribution panel	Each	120		
22	Install Breaker Switch	Each	60		
23	Install ATS	Each	60		
24	Install AVR (Stabilizer)	Each	60		
25	Install Main disconnect breaker	Each	60		
26	Install Ground Rod (To include earth wire)	Each	120		
27	Install 12mm rigid fuel line	Meter	600		
28	Install 12 mm flexible fuel line	Meter	600		
29	18% VAT				
	Total				

*The billing rates include all direct labor, profit, overhead costs, and other associated costs. See the instructions provided in Section J.

OPTION YEAR 2

CLIN	Description of Service	Unit	Estimated Qty for 60 residences	Unit Rate	Total
1	Install 25mm x 4 cable	Meter	6000		
2	Install 2.5mm x 4 cable	Meter	6000		
3	Install 10mm x 3 cable	Meter	3000		
4	Install 6mm x 3 cable	Meter	3000		
5	Install 4mm x 3 cable	Meter	6000		
6	Install 2.5mm x 3 cable	Meter	6000		
7	Install 1.5mm x 3 cable	Meter	6000		
8	Install 25mm x 1 wire	Meter	6000		
9	Install 16mm x 1 wire	Meter	6000		
10	Install 2.5mm x 1 wire	Meter	6000		
11	Install 1.5mm x 1 wire	Meter	6000		
12	Install 100mm conduit	Meter	600		
13	Install 75mm conduit	Meter	600		
14	Install 50mm conduit	Meter	900		
15	Install 25mm conduit	Meter	1200		
16	Install 75mm x 75mm trunking	Meter	600		
17	Install 25mm x 36mm trunking	Meter	1200		
18	Install industrial Socket	Each	180		
19	Install duplex outlet	Each	120		
20	Install 9000 btu split A/C	Each	240		
21	Install Distribution panel	Each	120		
22	Install Breaker Switch	Each	60		
23	Install ATS	Each	60		
24	Install AVR (Stabilizer)	Each	60		
25	Install Main disconnect breaker	Each	60		
26	Install Ground Rod (To include earth wire)	Each	120		
27	Install 12mm rigid fuel line	Meter	600		
28	Install 12 mm flexible fuel line	Meter	600		
29	18% VAT				
	Total				

*The billing rates include all direct labor, profit, overhead costs, and other associated costs. See the instructions provided in Section J.

GRAND TOTAL PRICE FOR BASE YEAR PLUS TWO OPTION YEARS

Base Year Total:	
First Option Year Total:	
Second Option Year Total:	
Grand Total Price for all Years:	

A-5 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of *five houses*. This reflects the contract minimum for the entire period of performance, including any options. The amount of all orders shall not exceed \$150,000. This reflects the contract maximum for the entire period of performance, including any options.

SECTION B – STATEMENT OF WORK

B-1 GENERAL INFORMATION

The US Embassy requires a Electrical work services contractor to upgrade electrical installation to about to 60 US Mission residences around Kampala. The contractor shall furnish managerial, supervision and direct labor personnel to accomplish all upgrade work as required.

B-2 REQUIREMENTS

1.1 TYPE OF CONTRACT

This is a Labor Contract and US Government will provide all materials for the upgrades. The contractor shall furnish services according to task orders issued by the Contracting Officer. Task orders shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested. The Contractor will provide Electricians with certified certification from Uganda Electricity and Installation Bureau, Qualified generator and HVAC technicians, masons and helpers.

1.2 The Contractor shall provide personnel as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy Facilities Management Department for the successful execution of the project.

1.3 The Contract Documents will be prepared by US Embassy for this project:

2.0 SCOPE OF WORK

2.1 The work consists of, but is not limited to, the following:

1. The Contractor shall disconnect existing power panels, cables and entire wiring system.
2. Install new Government Furnished Contractor Installed (GFCI) trunkings, conduits and cables.
3. Install new GFCI circuit breaker panel, Automatic Voltage Regulator (AVR), and Automatic Transfer Switches (ATS) as per the international and U.S. electrical code standards.
4. Hook up generator.
5. Installation of new GFCI split A/C units includes mounting, running Freon lines, control switch, masonry work, patching, painting, and commissioning
6. Install GFCI cable from the UMEME 3 phase power meter to the main disconnect switch, from the main disconnect to the AVR, from the AVR to the ATS, from the generator to the ATS, and from the ATS to the main distribution panel

7. Installation of cable, wire, conduit, and trunking includes all excavating, masonry work, and finish work
8. Install grounding for the Generator, Max 20 ohms
9. Install grounding for the house, Max 20 ohms
10. Carry out remedial masonry, plumbing, painting repairs that may arise as a result of the upgrades with GFCI materials
11. Test and commission all new installation works
12. Set generator and fuel tank on 150 mm square concrete pillars
13. All fuel line shall have thread seal at all connections

2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for project completion shall be 7 days on site. All electrical and air conditioning installation and connections in occupied residences shall be completed in two days between the hours of 09:00 and 18:00. Occupied residences shall have power restored prior to 18:00 at the end of each work day.

2.3 The Contractor shall provide the required number of certified electricians, generator and A/C technicians to complete all technical work within the parameters of paragraph 2.2. The contractor shall also provide necessary masons, painters, and laborers required to complete all work.

3.0 CONTRACT ADMINISTRATION

3.1 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

3.2 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. Facility Management Department may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the Statement of Work.

4.0 RESPONSIBILITY OF THE CONTRACTOR

4.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Electrical and other services furnished under this contract. The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.

4.2 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

5.0 CONSTRUCTION REQUIREMENTS

5.1 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power. All temporary connections to local water and power shall be coordinated with the US Embassy.

6.0 PERIOD OF PERFORMANCE

6.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance of the project including final cleanup of the premises within the contract period specified.

6.2 Milestones:

Award

Pre-Installation Site Visit: 2 days after Award

Embassy Review 2 days

Material Procurement: 14 days

Final Cleanup Begins 3 days prior to completion

Total Performance: 22 days

7.0 CLEARANCES:

7.1 This is a non-classified project. The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.

8.0 QUALITY CONTROL

Facility management department has the right to inspect and test all services, to the extent practicable at all times and places during the work. Facility management may perform full time quality assurance inspections (QAI) and tests during construction to confirm the work is installed according to construction documents.

8.1 Maintain quality control over suppliers, Manufacturers', products, services, site conditions and workmanship to produce work of specified quality.

9.0 STORAGE OF MATERIALS:

A] Proper storage of Materials is the sole responsibility of the Contractor. Protect all Materials susceptible to moisture including, but not limited to all roll goods, insulation, wood, and dry wall boards in above ground water tight storage. Keep all labels intact and legible clearly showing the product, manufacturer and other pertinent information.

B] Store materials in site. Cover and protect materials subject to damage by weather, including transit. Stored materials shall be available for inspection.

C] Store flammable and volatile materials/liquids in sealed containers located a minimum of 20feet from existing buildings.

D] Liquid Products shall be delivered sealed in original containers.

10.0 TEMPORARY FACILITIES

Temporary Water: A] Water shall be provided for by the US Embassy. Do not disrupt existing water service to the building.

Temporary Electricity: A] Temporary power for construction and lighting shall be provided by the US Embassy.

C] Provide all necessary temporary wiring (in conduits) extensions and temporary lighting devices.

Temporary Ladders, Chutes, Scaffoldings:

A] Furnish and maintain temporary ramps, scaffolds, hoists or chutes as required for proper execution of the works.

B] Provide overhead protection to adjacent buildings.

C] Restrict debris removal to the Embassy approved area.

D] Restrict location of construction cranes to areas as approved by the US Embassy.

E] The contractor shall ensure equipment and the Construction shall requirements of applicable local safety and labor laws.

11.0 PROJECT PROCEDURES:

- A] Some occupants might be occupying the premises during the service period.
- B] The Contractor shall conduct his/her operations so as to ensure least inconvenience the occupant if still on the premises.
- C] Contractor shall take precaution to avoid excessive noise or vibration during construction.
- D] Contractor shall provide a safety and health plan to ensure effective implementation.

SECTION C - INSPECTION AND ACCEPTANCE

C-1 INSPECTION

The Contractor shall maintain a system of quality assurance and quality control to ensure that the service meets the requirements of this contract. The Government reserves the right to inspect the Contractor's work as well as its system of Quality Assurance/Quality Control.

C-2 ACCEPTANCE

Acceptance of deliverable items shall be by the COR. The COR for this contract is the **Facilities Supervisor** unless otherwise specified by the CO.

C-3 RESERVED

SECTION D - DELIVERIES AND PERFORMANCE

D-1 PERIOD OF PERFORMANCE

The base contract period will be one year from the date of contract execution. The contract may be extended by exercising a one-year option. The contract period, including a maximum of **two option** years, may not exceed **three** years.

D-2 DELIVERABLES

The deliverables and delivery schedule shall be determined and included in each task order.

D-3 DELIVERY CHARGES

All delivery charges shall be prepaid by the Contractor.

D-4 ORDER OF SERVICES

The Contracting Officer reserves the right to establish the order in which the services are performed.

D-5 CONTRACTOR DELAYS

The project schedule is a key parameter of task order projects. The Contractor is required to document any delays and submit justification to the Contracting Officer.

SECTION E – ADMINISTRATIVE DATA

E-1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

a. The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

b. The COR for this contract is ***Facilities Supervisor***. However, if the COR changes for a specific project, the Government shall identify the individual in the task order.

E-2 INVOICING AND PAYING INSTRUCTIONS

- a. The Contractor shall submit his invoice in the original to the designated billing address indicated in this contract. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and 52.227-14
- b. 52.227-14
- c. If reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

An acceptable invoice has been submitted by the Contractor. Contractor shall mail the invoices to:

**Financial Management Officer
American Embassy Kampala
Plot 1577, Ggaba Road Nsambya
Tel. 256 414 306001
KampalaInvoices@state.gov**

Invoices shall list the item delivered by reference to the appropriate contract number, task order number, item number, price, task order date, name of the COR, and actual delivery date.

d. The Contractor shall not be eligible to receive payments for any subsequent deliverables until the Government has accepted the previous deliverables.

e. *The* Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION F - SPECIAL REQUIREMENTS

F-1 OWNERSHIP

All documents delivered to the Government as the result of this contract are the property of the Government and for the use of the Government as it deems appropriate. Government ownership, acceptance, or use as intended by this contract, does not in any way relieve the Contractor of responsibility for the design, biddability or constructibility, of the documented design.

F-2 SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into the design documents.

a. All documents received or generated under the contract are the property of the U.S. Government.

b. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government. The Contractor shall mark all design and construction documents as follows:

WARNING

This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

U.S. EMBASSY

**Contracting Officer
US Embassy, Kampala
Plot 1577 Ggaba Road, Nsambya**

c. Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.

d. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

e. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Regional Security Officer (RSO). The RSO will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor

shall submit a written request for authorization for such photography, citing the reason(s) and use(s) for the photographs and/or negatives.

f. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

g. The Department reserves the right to demand retention of all copies of photographs and negatives.

F-3 REIMBURSABLE EXPENSES

The total amount estimated for reimbursable expenses under this contract will be negotiated as a not to exceed amount in each task order. This negotiated amount shall not be exceeded by the contractor unless approved in writing by the Contracting Officer.

F-4 RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

F-5 ADDITIONAL SERVICES

The Government may require in a written modification for the Contractor to provide services within the general scope of this contract (but not otherwise required) on a time-and-materials basis. The following labor rates priced in Section A.4 shall apply to such work.

Other expenses shall be reimbursed pursuant to the clause of this contract titled "Reimbursable Expenses."

F-6 TASK ORDER PROCEDURES

The process for issuing task orders shall be as follows:

- The Contracting Officer issues a statement of work including required deliverables, schedule, task order period of performance.
- The negotiated rates will be used to construct the total price on the task order

F-6.1 Task orders shall be issued on Optional Form 347 and shall include, but not be limited to, the following information:

- (1) Residence or project location (if applicable)
- (2) Date of order
- (3) Contract and order number
- (4) Description of services to be performed
- (5) Description of deliverables required
- (6) Period of time in which the services are to be performed
- (7) List of Government furnished documents, material, and the estimated value thereof, if applicable
- (8) Appropriate COR for delivery

F-6.2. Order Limitations

Ordering limitations are specified in Section G.

SECTION G - CLAUSES

G-1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CH. 1) CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following clauses apply for all services provided under this contract.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010) - RESERVED
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.213-4	TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS OTHER THAN COMMERCIAL (OCT 2015)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES

(FEB 2016)

- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR HOUR CONTRACT (AUG 2012)
- 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT ENGINEER CONTRACTS (APR 2010)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984) - RESERVED
- 52.232-26 PROMPT PAYMENT FOR FIXED PRICE ARCHITECTURAL AND ENGINEER CONTRACTS (JULY 2013)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014), *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES-FIXED-PRICE (AUG 1987) *Alternate III (APR 1984)*
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.246-4 INSPECTION OF SERVICES--FIXED PRICE (AUG 1996)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-14 EXCUSABLE DELAY (APR 1984)

I. FAR CLAUSES PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [date of award] through [base period or option periods if exercised].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of **\$150,000**
 - (2) Any order for a combination of items in excess of \$150,000.

- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), then the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option clause may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting

Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Three (03) years**.

(End of clause)

II. CLAUSES FROM DEPARTMENT OF STATE ACQUISITION (DOSAR) REGULATION

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE - DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form (OF) 347, Order for Supplies or Service, and Optional Form 348, Order for Supplies or Services Schedule – Continuation; or

(b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077 Continuation Sheet.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

SECTION H - LIST OF ATTACHMENTS

The following documents are attached and made a part of this contract:

SEE EXHIBIT A – LIST OF GOVERNMENT FUNISHED MATERIAL

SECTION I - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

I-1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B - Description/Specifications/Work Statement, and the Exhibits attached to this solicitation.

Summary of Instructions

Each quotation must consist of the following physically separate volumes:

Volume	Title	Number of Copies
1	Executed Standard Form 18	1
2	Price Proposal and Completed Section A	1

Submit the complete quotation to the address on SF-18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

1. Volume 2 shall contain complete pricing schedules as identified in Section A.
2. A complete cost breakdown, including professional hours, materials, travel expenses, subcontractor costs, reproduction costs and all other costs related to the design and/or ancillary services required to perform of the work described in Section B of this request for proposal. A format will be provided.
3. Rates for each category as well as overhead, and profit shown as separate items. Submit the same information for any proposed subcontractors.
4. A copy of the firm's financial statement
5. A copy of liability insurance policy covering errors and omissions.

The proposed total firm fixed price for all the deliverables shall be broken down in detail to provide all direct costs, such as salaries, fringe benefits, taxes, insurance costs, material costs, administrative overhead and profit.

I-2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be

completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at this address: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015) - RESERVED
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

I-3 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation with additional services under a Time-and-Materials basis.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
US Embassy, Kampala
Plot 1577 Ggaba Road, Nsambya

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

I.4 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past **two** years;

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION J - EVALUATION CRITERIA

J-1 EVALUATION OF PROPOSALS

The Government will select a Contractor following Section 36.6 of the Federal Acquisition Regulations and Public Law 92-252. The government will evaluate the proposal submitted in response to this solicitation. Award will be based on whether the U.S. Government is able to negotiate a fair and reasonable price for these services.

If a mutually satisfactory price cannot be negotiated, the Contracting Officer shall notify the quoter that negotiations have been terminated. The Contracting Officer shall then initiate negotiations with the next firm on the final selection list. This procedure shall be continued until a mutually satisfactory contract has been negotiated. If negotiations fail with all selected firms, the Contracting Officer shall refer the matter to the selection authority who, after consulting with the Contracting Officer as to why a contract cannot be negotiated, may direct the evaluation board to recommend additional firms in accordance with FAR 36.602

J-2 FIRM FIXED PRICES

The Offeror shall propose firm fixed prices for the rates identified in Section A - Supplies or Service and Prices/Costs. Proposals that do not include firm fixed priced rates cannot be evaluated and will be rejected.

J-3 SEPARATE CHARGES

Separate charges, in any form, are not solicited. The Government shall not be obligated to pay any charges other than the contract price.

J-4 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

J-5 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government Entity (Federal, State or local);
- ☐ Foreign Government;

- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____

(End of provision)

K.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)

a) *Definition.* “Data Universal Numbering System (DUNS) number”, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).
(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541310**.

(2) The small business size standard is **\$7.5 million dollars**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvii) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xviii) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xx) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.5. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:	
Address:	
Telephone No.	

K.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Uganda

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a) (4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

K. 7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.8 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision;

(D) Have ☐ have not ☐ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May

Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be

made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

EXHIBIT A – LIST OF GOVERNMENT FUNISHED MATERIAL

Nos.	Description of material
1	25mm x 4 cable
2	2.5mm x 4 cable
3	10mm x 3 cable
4	6mm x 3 cable
5	4mm x 3 cable
6	2.5mm x 3 cable
7	1.5mm x 3 cable
8	25mm x 1 wire
9	16mm x 1 wire
10	2.5mm x 1 wire
11	1.5mm x 1 wire
12	100mm conduit
13	75mm conduit
14	50mm conduit
15	25mm conduit
16	75mm x 75mm trunking
17	25mm x 36mm trunking
18	industrial Sockets
19	duplex outlet
20	9000 btu split A/C
21	Distribution panel
22	Breaker Switch
23	ATS
24	AVR (Stabilizer)
25	Main disconnect breaker
26	Ground Rod (To include earth wire)
27	12mm rigid fuel line
28	12 mm flexible fuel line